

## AGREEMENT FOR TRANSFER OF MUSIC CREDITS

This Agreement is made and entered into this 15th day of November 2010 by and between **Grand Valley State University**, (“GVSU”), 1 Campus Drive, Allendale, MI 49401 and **Grand Rapids Community College**, (“GRCC”), 143 Bostwick Avenue NE, Grand Rapids, MI 49503.

**WHEREAS**, GVSU and GRCC offer educational programs and desire to provide educational/clinical training experience to their students enrolled in said programs; and

**WHEREAS**, GVSU offers Bachelor Degrees in music; and

**WHEREAS**, GRCC offers Associate Degrees in music; and

**WHEREAS**, GVSU and GRCC wish to formalize the transfer of music credits between the respective institutions and their Departments of Music:

**NOW, THEREFORE**, it is mutually agreed as follows:

1. **GVSU Requirements.** GVSU agrees to guarantee specific transfer credit to any student who has completed an Associates in Arts Degree with Music Major or Associates in Music Degree at GRCC. The courses for which the student will receive credit at GVSU (and corresponding GRCC credit) are: MUS 119 (MU 235) 120(MU236/237) 130 (MU 101) 131 (MU 102) 230 (MU 201) 231 (MU 202)133 (MU 1781) 134 (MU 179) 233 (MU 208) 234 (MU 209) 263 (MU 171) 264 (MU 172) 283 (MU 173) & 284 (MU 174) MUS 284 will only be transferred if the course is part of the student’s required music degree program curriculum at GVSU.
2. **Student Requirements.** In order to have the specific courses transferred the student must (a) be accepted to GVSU, and (b) be admitted to the Music Department by completing a juried audition for a Department of Music review panel. The decision of the panel will be final. If the student does not meet both conditions, transfer credit will not be given. Students may only audition on instruments currently accepted for applied study in the Department of Music at GVSU.
3. **GRCC Requirements.** GRCC agrees to provide GVSU assurance that each student considered for the transfer of credits has completed the appropriate coursework.
4. **Program is Mutually Beneficial.** There shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits to both institutions. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, expressed or otherwise, to create any rights or interests for any party or person other than GVSU and GRCC; without limiting the generality of the foregoing, no rights are intended to be created for any student, parent, or guardian of any student, employer, or prospective employer of any student.

5. **Terms of Agreement.** This Agreement may be terminated by GVSU or GRCC by providing ninety (90) days advance written notice. Any student currently enrolled in GRCC at the time of termination of the agreement will be permitted to transfer to GVSU upon completion of their Associates Degree under the terms of the agreement. This agreement will be reviewed by representatives from both institutions every five years at least 90 days prior to the anniversary date of the agreement. The liaison for GVSU shall be the Chair of the Department of Music or his/her designee. The liaison for GRCC shall be the Program Director of Performing Arts (Music) or his/her designee.

6. **Entire Agreement.** This Agreement contains the entire understanding between GVSU and GRCC and supersedes all prior and contemporaneous agreements and understanding, expressed or implied, oral or written. This Agreement may be modified, altered, or amended only by written agreement between the parties.

7. **Severability.** If a provision hereof or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder hereto or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and be enforced to the fullest extent permitted by law, provided that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible, consistent with the requirements of the law.

8. **Notices.** Any notices required under the terms of this Agreement shall be in writing and shall be deemed to have been given if: (i) sent by certified or registered mail, return receipt required, with adequate postage; (ii) sent by means of an express delivery service if it obtains a receipt to confirm delivery; or (iii) sent by facsimile if such facsimile transmission permits confirmation to the addressees and facsimile numbers set forth below:

**If to GVSU:** Grand Valley State University  
Attention: Office of the Provost  
1 Campus Drive  
Allendale, MI 49401

**With copy to:** Department Head, Department of Music  
Grand Valley State University  
1 Campus Drive  
1300 Performing Arts Center  
Allendale, MI 49401

**If to GRCC:** Grand Rapids Community College  
Attention: Office of the Provost  
143 Bostwick Avenue NE  
Grand Rapids, MI 49503-3295

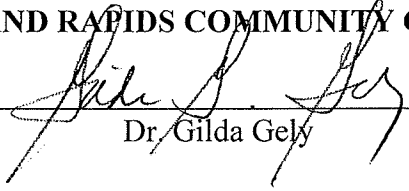
**With copy to:** Program Director, Performing Arts Department (Music)  
Grand Rapids Community College  
143 Bostwick Avenue NE  
Grand Rapids, MI 49503-3295

9. **Third Parties.** This Agreement shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment, which is not, prohibited under the terms of this Agreement and no other person or authority shall have the right to enforce any of the provisions contained herein.

**IN WITNESS WHEREOF**, the parties or their duly authorized representative have executed this Agreement on the date first set forth above.

**GRAND RAPIDS COMMUNITY COLLEGE**

By: \_\_\_\_\_

  
Dr. Gilda Gely

Title: \_\_\_\_\_

Provost/Executive Vice President for Academic and Student Affairs

Date: November 15, 2010

**GRAND VALLEY STATE UNIVERSITY**

By: \_\_\_\_\_

  
Dr. Gayle Davis

Title: \_\_\_\_\_

Provost and Vice President for Academic Affairs

Date: November 15, 2010